

Terms and conditions of sale and delivery

REVOIR PARIS

Article 1 Scope

1.2

All contracts that come into effect between REVOIR PARIS and the customer are subject to these terms and conditions, of which the customer declares that he, she or it took due note. Other or opposing terms and conditions of the customer, even those stated on the latter's purchase orders or other documents, are considered to be non-existent. In no case can silence on the part of REVOIR PARIS be interpreted as an acceptance of other terms and conditions.

1.3

All contracts are presumed to be concluded at the registered office of REVOIR PARIS, ONDERBOSSTRAAT 27-3040 HULDENBERG – BE0 0658.742.539

Article 2 Concluding the agreement

2.1

The estimates or quotations made by REVOIR PARIS are binding for 30 days, unless REVOIR PARIS indicates differently.

2.2

The agreement shall go into effect upon the customer's written acceptance confirmation of the quotation to REVOIR PARIS.

2.3

If the customer places orders by telephone or orally, the agreement is regarded as concluded when the customer of REVOIR PARIS receives an order confirmation and does not make an objection within 2 working days.

The order confirmation sent by REVOIR PARIS contains the full agreement made between the parties.

2.4

The prices included in the quotation or the estimate are stated in euros and exclude VAT, unless there is express indication to the contrary.

Article 3 Customer data storage

REVOIR PARIS stores customer data in accordance with the statutory provisions.

Article 4 Confidential Information

4.1

The contractors undertake that they shall treat the respective contractor's confidential commercial or industrial information that is disclosed to them or that comes to their knowledge within the scope of the collaboration, as confidential, both during the course of the agreement and after it has been terminated.

4.2

The contractors shall also impose such obligation of confidentiality on their employees and staff members.

Article 5 Delivery periods

5.1

Any delivery periods communicated by REVOIR PARIS are merely indicative and REVOIR PARIS may change them.

Delay in delivery or change of the delivery date can in no case give cause for payment of any form of compensation for damages or for dissolution of the agreement.

The customer must, in any event, fulfil all obligations of the agreement, including its obligation to make an advance payment and to provide proof thereof, before REVOIR PARIS shall be obliged to deliver the goods.

Article 6 Transition of risk, dispatch and packaging, dispatching and packaging costs

6.1

The risk with regard to the goods is transferred at the moment at which the goods are delivered to the customer on site.

If REVOIR PARIS and the customer exceptionally agree that the customer shall personally fetch the goods and transport them to the final destination, the risk of accidental loss or of damage to the goods purchased transfers to the customer at the moment at which the goods are handed to the customer's forwarder, freight transporter or to the customer personally.

6.2

REVOIR PARIS determines what type of transport vehicle shall be used for the consignment.

REVOIR PARIS is at liberty to choose the manner in which the goods are packed.

6.3

The dispatch, freight and packing costs are at the customer's expense.

Article 7 Customer's obligations upon delivery

The customer must select the place of the final destination in such a manner that it is accessible to a lorry.

The customer must bear any additional costs caused by poor accessibility of the final destination.

Article 8 Acceptance

8.1

The customer must inspect the quality of the goods purchased immediately after the transfer, report in writing visible defects without delay and no later than within 3 working days after receipt failing which, the delivered goods are presumed to be accepted.

8.2

Goods that were delivered in conformity with the order and regarding which the customer did not make any remarks at all in accordance with the above points are in no case whatsoever taken back by REVOIR PARIS.

Article 9 Cancellation of the order

9.1

If customer cancels the order, he, she or it shall owe a cancellation fee of 25% of the total amounts owed, without prejudice to the right of REVOIR PARIS to prove greater damage.

9.2

Cancellations must be reported to REVOIR PARIS by registered letter at least 30 working days before the delivery date.

Cancellations are only valid subject to an advance payment of the amount referred to in point 9.1.

If no payment is made, REVOIR PARIS shall have the right, at its discretion, to demand the further execution of the agreement or to claim the owed amount referred to in point 9.1.

Article 10 Invoice price and payment

10.1

The price of the purchased goods is mentioned in the quotation of REVOIR PARIS (excluding VAT) and on the invoice of REVOIR PARIS.

The customer must pay the invoices of REVOIR PARIS in full within 30 calendar days after invoice date.

10.2

The customer commits a breach of contract after the above-mentioned payment period has expired. As from that moment, late payment interest of 1% per month, or, if this is higher, the statutory interest rate determined in accordance with Article 5 of the Law of 2 August 2002 on combating late payment in commercial transactions is owed without an advance notice of default.

10.3

If the customer remains in default of fulfilling his, her or its payment obligations, the invoice amount shall be increased by an additional fixed amount, for compensation of damages, of 10%, with a minimum of EUR 125.00, without prejudice to the right to reasonable indemnification for any collection costs in accordance with Article 6 of the Law of 2 August 2002 on combating late payment in commercial transactions.

10.4

The customer cannot withhold any amount whatsoever as guarantee and may not exercise any retention right or compensation on any grounds whatsoever.

10.5

Payment by the customer entails the acknowledgement that the goods delivered are in conformity with the order and do not display any defects.

Article 11 Force majeure

11.1

The obligations of REVOIR PARIS are suspended if it is temporarily prevented from fulfilling its obligations as a result of *force majeure* or if the execution of the delivery generates onerous economic problems.

11.2

'Force majeure' is understood to mean circumstances which prevent an obligation from being fulfilled, and which cannot be attributed to REVOIR PARIS. This is also understood to include: strikes, bad weather conditions, frost, unforeseeable circumstances at suppliers' or third parties' upon which REVOIR PARIS depends.

11.3

If a situation of *force majeure* referred to in this Article lasts longer than three months, both parties have the power to terminate the agreement and, in that case, there is no obligation to pay compensation for damages.

If REVOIR PARIS has partly fulfilled its obligations when the *force majeure* commences, then it is entitled to invoice this part individually and the customer is obliged to pay such invoice as if it related to a separate contract.

Article 12 Liability

12.1

REVOIR PARIS shall in no case be held liable for indirect damage, damage by implication, financial damage or damage to reputation or loss of profit, of contracting opportunities, etc.

12.2

REVOIR PARIS is not liable for any damage if the customer has not used the purchased goods in accordance with the normal foreseeable techniques for fitting and use.

12.3

REVOIR PARIS can only be held liable for damage in the case of intent or gross negligence, if it is confronted both on contractual grounds and on extra-contractual grounds.

12.4

In the case of damage arising from the breach or non-fulfilment of an obligation arising from the agreement, the liability of REVOIR PARIS is limited to payment only of the damage for which the customer can prove the causal link with the breach or the non-fulfilment of the agreement.

12.5

The damage limitations arising from this Article also apply to the bodies and supervisory staff of REVOIR PARIS or the employees or respective staff members of REVOIR PARIS.

12.6

The liability of REVOIR PARIS is in any event limited to the amounts invoiced by REVOIR PARIS. No additional compensation for damages can be claimed from REVOIR PARIS.

Article 13 Retention of title

In derogation from Article 1583 of the Civil Code, the delivered goods continue to be owned by REVOIR PARIS, even if they have been incorporated, until the moment at which the principal sum, interest and any costs of the price have been paid in full. If payment is made by cheque or by bank transfer, ownership is transferred after the amounts have been finally collected.

Article 14 Complaints

Subject to the penalty of nullity, the customer must send any complaint or objection relating to the invoices of REVOIR PARIS to REVOIR PARIS by registered letter within 8 days after invoice date.

Article 15 Applicable law

Belgian law governs every agreement between REVOIR PARIS and the customer.

Article 16 Area of authority

Any dispute shall be settled by the Courts in Brussels.

Article 17 Validity

If any provision of these general terms and conditions is held to be invalid or declared null and void, such fact shall not have any influence on the application of the other provisions thereof.

Parties shall replace the null and void provision in good faith by a valid provision which approximates the original one as closely as possible.